

GENERAL TERMS OF FINNSAFETY

LIABILITY

The Supplier shall have no liability for any indirect, special or consequential damage, losses or expenses suffered by the Purchaser however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or agreements, or losses or expenses resulting from third party claims.

Notwithstanding any provision to the contrary, the total liability of Supplier for all losses, damages, costs, and expenses, including attorney's fees, shall not exceed the aggregate amount paid to Supplier for the products/services, regardless of the legal theory under which such liability is imposed.

FORCE MAJEURE

Either Party shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the Parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement or a breach, termination or invalidity hereof shall be settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration shall be held in Helsinki, Finland and the arbitration proceedings shall be conducted in the English language.

The terms and conditions contained in the supplier's general conditions shall prevail over any of purchaser's general purchasing conditions if such have been enclosed with the purchase order.